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05 March 2014 13:50:51 EDT David Chang LS Power

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Exhibit 5.10.a**Construction Schedule of Critical Path Components
with Interim Completion Milestones -**

Switchyard by Aubrey Silvey Complete	May 4, 2003
Administration Building Complete	May 6, 2003
Cooling Tower Complete	June 1, 2003
Switchyard by SCE&G Complete	June 4, 2003
OSBL (Lauren) Substantial Completion	June 15, 2003
Backfeed Power Available	July 10, 2003
Auxiliary Boilers (first two) Mechanical Complete	September 3, 2003
Unit #1 Mechanical Complete	September 19, 2003
Unit #2 Mechanical Complete	October 17, 2003
STG Mechanical Completion	November 1, 2003
HTM Heater First Fire	December 1, 2003
Project Scheduled Mechanical Completion	December 3, 2003
Initial Delivery Date	March 1, 2004

THIRD AMENDMENT TO ENERGY SERVICES AGREEMENT

THIS THIRD AMENDMENT TO ENERGY SERVICES AGREEMENT ("Third Amendment") dated as of November ~~30~~, 2007, is entered into between EASTMAN CHEMICAL COMPANY ("Eastman") and COLUMBIA ENERGY LLC ("Seller").

RECITALS:

Eastman and Seller entered into an Energy Services Agreement dated as of August 15, 2000 (the "Original ESA"), amended the Original ESA on August 1, 2001 pursuant to the First Amendment to the Energy Services Agreement (the "First Amendment"), and on October 1, 2002 pursuant to the Second Amendment to the Energy Services Agreement (the "Second Amendment"). The Original ESA as amended by the First and Second Amendment is referred to herein as the "Amended ESA". All capitalized terms used herein and not specifically defined herein shall have the meanings set forth for such terms in the Amended ESA. Since the dates of the Amended ESA, the Parties have moved forward with their respective plans and specifications relating to their obligations under the Project Agreements sufficiently to determine that an additional amendment to the terms of the Amended ESA is necessary, and the Parties desire to enter into this Third Amendment to reflect such amendment to the Amended ESA, as set forth herein. Any reference in the Project Agreements to the "ESA" means the Amended ESA as further amended hereby.

AGREEMENT TO AMEND:

Now, therefore, for and in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Eastman, intending to be legally bound, agree to amend the Amended ESA as follows:

1. Section 1.01 and any subsequent reference is amended as follows:

The defined term "HTM Heater Charge" is renamed to "HTM Heater *Capital* Charge";

2. Section 4.01(d) is hereby modified by deleting the last sentence thereof and substituting the following therefore:

Eastman shall make a Steam Payment for Steam purchased under this Paragraph as shown in Section (I)(A) and (I)(B) of Exhibit 4.03(a). Included in the Steam Payment is the HTM Heater Capital Charge as shown in Section (I)(C) of Exhibit 4.03(a) and the Steam Rebate as shown in Section II of Exhibit 4.03(a).

3. Section 5.02(a)(i) is hereby amended to read as follows:

When steam supply to Eastman is provided from one or both CTs, one Package Boiler will operate in a Warm Standby mode with steam to the mud drum for quick start-up. In the event that both CTs and HRSGs are out of service, steam will be provided by two of the three Package Boilers, with the third boiler placed

in Hot Standby unless steam flow to Eastman is below 240,000 pph, then steam will be provided by two of the three boilers, with the third boiler placed in Warm Standby.

4. Section 5.02(a)(iii) is hereby amended to read as follows:

Seller will notify and coordinate with Eastman's Utilities Department Superintendent, or Eastman's designee, whenever maintenance is scheduled for a Package Boiler. Seller shall not schedule routine maintenance simultaneously on two Package Boilers when both CTs are not operable.

5. Section 5.07(a). is hereby amended to read as follows:

Annual Tests. The accuracy of any metering equipment shall be tested and verified annually by the Independent Party, at the expense of the Party responsible for maintaining such metering equipment. Such tests shall be conducted using a five point calibration method. Typical test points will be at 0%, 25%, 50%, 75% and 100%.

6. Exhibit 4.03(a) of the original ESA relating to calculation of steam payment is hereby deleted and the revised Exhibit 4.03(a) attached hereto is substituted therefore. All references in the Project Agreements to Exhibit 4.03(a) shall mean the revised Exhibit 4.03(a) attached hereto.
7. Exhibit 5.01(b) of the ESA First Amendment relating to steam characteristics hereby deleted and the revised Exhibit 5.01(b) attached hereto is substituted therefore. All references in the Project Agreements to Exhibit 5.01(b) shall mean the revised Exhibit 5.01(b) attached hereto.
8. Exhibit 6.03(a) of the original ESA relating to demineralized make-up water characteristics is hereby deleted and the revised Exhibit 6.03(a) attached hereto is substituted therefore. All references in the Project Agreements to Exhibit 6.03(a) shall mean the revised Exhibit 6.03(a) attached hereto.
9. Exhibit 6.04 of the original ESA relating to steam condensate characteristics is hereby deleted and the revised Exhibit 6.04 attached hereto is substituted therefore. All references in the Project Agreements to Exhibit 6.04 shall mean the revised Exhibit 6.04 attached hereto.
10. Exhibit 6.05 relating to backup compressed air characteristics is hereby added and attached hereto.
11. Section 12.02 of the original ESA relating to Notice and Service is hereby deleted and the revised Section 12.02 attached hereto is substituted therefore. All references in the Project Agreements to Section 12.02 shall mean the revised Section 12.02 attached hereto.

The Parties hereby stipulate and agree that the Amended ESA remain in full force and effect in accordance with their terms, except as amended hereby.

EXECUTED in multiple counterpart originals as of the date first set forth above.

EASTMAN CHEMICAL COMPANY

868 By: [Signature]
Name: Barry Falarin
Title: Vice President, Performance Polymers Manufacturing

COLUMBIA ENERGY LLC

By: [Signature]
Name: STEVE DOWDY
Title: VICE PRESIDENT

APPROVED AND CONSENTED TO
effective as of December __, 2007:

[illegible]

[REDACTED]

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CONFIDENTIAL 01 July 2014 02:59:01 EST David Chang LS
Power

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REVISED EXHIBIT 5.01(b)

STEAM CHARACTERISTICS

Eastman shall not be obligated to accept Steam unless such Steam meets the following characteristics at Eastman pipe bridge connection Points Nine (9) and Ten (10) shown in Figure 1.01(a), and Seller is capable of controlling Eastman's header pressure within the following parameters:

High Pressure Steam:

- Pressure: 605 psig setpoint +15 psig or -15 psig, maximum pressure not to exceed 630 psig (at SCO steam pipe bridge tie-in location - Figure 1.01(a), Point 9 at Bldg. 16M03), maximum temperature not to exceed 760°F
- Design Flow: 300,000 pounds per hour average (actual flow subject to SCO process demand)
400,000 pounds per hour maximum
- Temp: 740°F setpoint + 10°F, -30°F
- Ramp Rate: 50,000 pounds per hour of High Pressure Steam per minute during hot operating conditions.

Intermediate Pressure Steam:

- Pressure: 160 psig set point + 15 psig or - 5 psig, maximum pressure not to exceed 175 psig (at SCO steam pipe bridge tie-in location - Figure 1.01 (a), Point 10 at Bldg. 16M03), maximum temperature not to exceed 570°F.
- Design Flow: 100,000 pounds per hour average (actual flow subject to SCO process demand)
200,000 pounds per hour maximum
- Temp: 420°F set point +20°F, -20°F
- Ramp Rate: 20,000 pounds per hour of Intermediate Pressure Steam per minute during hot operating conditions.

Steam lines shall be blown free prior to Initial Delivery Date at Seller's expense in accordance with Prudent Operating Practices. All Steam is to be free of rust, scale, dust, and other foreign matter with the following properties:

Sodium, ppb (µg/l) < 20.0

Silica, ppb (µg/l) < 30.0

EXHIBIT 6.03(a)DEMINERALIZED MAKE-UP WATER CHARACTERISTICS

Eastman's demineralized make-up water system is designed to support a 600 psig coal/natural gas fired non-power generation boiler system. Eastman's capital and operational cost responsibility is to maintain this system to provide services to Seller to meet the original design specification.

Eastman demineralization system characteristics (Original Design):

Specific Conductivity, $\mu\text{mhos/cm}$:	Maximum < 20.0 (alarm at 20.0 and trigger rinse down to switch to new train, valve auto close at 20.0)
Silica, ppb ($\mu\text{g/l}$)	Maximum < 50.0 (alarm at 20 ppb and trigger rinse down to switch to new train)
Sodium, ppb ($\mu\text{g/l}$)	Maximum < 800 (alarm at 500 ppb and trigger rinse down to switch to new train)

At the request of Seller, Eastman will use best efforts to maintain demineralization water quality beyond the original system design specifications to Seller using Prudent Operating Practices to the following characteristics:

Silica, ppb ($\mu\text{g/l}$)	Average < 20.0; maximum < 30.0 (alarm at 20.0 ppb and trigger rinse down to switch to new train)
Sodium, ppb ($\mu\text{g/l}$)	Average < 500; maximum < 800 (alarm at 500 ppb and trigger rinse down to switch to new train)

EXHIBIT 6.03(c)

FILTERED WATER CHARACTERISTICS

Eastman's filtered water system is designed to support a 600 psig coal/natural gas fired non-power generation boiler system. Eastman's capital and operational cost responsibility is to maintain this system to provide services to Seller to meet the original design specifications:

Turbidity, NTU

Maximum < 5

(Note: Filtered water supplied by SCO will almost always have a turbidity of less than 5 NTU. However, there may be occasional short duration upsets of the water filtration plant that would cause the turbidity to exceed 5 NTU. These upsets would usually be caused by sudden and dramatic increases in Congaree River turbidity due to river flooding.)

Total Suspended Solids, ppm

Maximum < 5

EXHIBIT 6.04**STEAM CONDENSATE CHARACTERISTICS**

Eastman's steam condensate system is designed to support a 600 psig coal/natural gas fired non-power generation boiler system. Eastman's capital and operational cost responsibility is to maintain this system to provide services to Seller to meet the original design specification.

Eastman condensate system characteristics (Original Design):

pH @ 25°C:	8.2 to 9.2
Non-volatile TOC, ppm:	Maximum < 0.75
Specific Conductivity, μ mhos/cm:	Maximum < 25.0
Silica, ppb (μ g/l)	Maximum < 50.0
Total Iron as Fe, ppm:	Average < 0.005; maximum < 0.5
Total Copper as Cu, ppm:	Average < 0.005; maximum < 0.01

At the request of Seller, Eastman is will use best efforts to maintain steam condensate water quality beyond the original system design specifications to Seller using Prudent Operating Practices to the following characteristics:

pH @ 25°C:	Control	8.2 to 9.2
	Dump	9.5
Non-volatile TC, ppm:	Maximum < 10.0, alarm at 5.0 and investigate source	
Non-volatile TOC, ppm:	Alarm at 0.5 and investigate source	
Specific Conductivity, μ mhos/cm	Maximum < 25.0, alarm at 15 and investigate source.	

EXHIBIT 6.05

COMPRESSED AIR BACK-UP CHARACTERISTICS

Eastman's compressed air system is designed to support a 600 psig coal/natural gas fired non-power generation boiler system. Eastman's capital and operational cost responsibility is to maintain this system to provide services to Seller to meet the original design specification.

At the request of Seller, Eastman is will use best efforts to provide compressed air back-up characteristics beyond the original system design specifications to Seller using Prudent Operating Practices to the following characteristics:

Design Flow, scfm:	Maximum < 400
Pressure, psig	Average = 80; Maximum < 115
Quality, °F	Average < -20; Maximum < 0 (The Parties accept air quality may spike above maximum during drier bed switching)

FOURTH AMENDMENT TO ENERGY SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO ENERGY SERVICES AGREEMENT (this "Fourth Amendment") dated as of November 1, 2017, is entered into between DAK AMERICAS LLC (as assignee of Eastman Chemical Company) ("DAK") and COLUMBIA ENERGY LLC ("Seller").

RECITALS:

Eastman Chemical Company (the "Prior Owner") and Seller entered into an Energy Services Agreement dated as of August 15, 2000 (the "Original ESA"), amended the Original ESA on August 1, 2001 pursuant to the First Amendment to the Energy Services Agreement (the "First Amendment"), and on October 1, 2002 pursuant to the Second Amendment to the Energy Services Agreement (the "Second Amendment") and on November 30, 2007 pursuant to the Third Amendment to Energy Services Agreement (the "Third Amendment"). The Original ESA as amended by the First, Second and Third Amendment is referred to herein as the "Amended ESA". All capitalized terms used herein and not specifically defined herein shall have the meanings set forth for such terms in the Amended ESA. Since the date of the Amended ESA, DAK has acquired all the interests the Prior Owner in and to the Plant Site and Eastman Improvements, including all the right, title and interest of the Prior Owner in the Amended ESA and the other the Project Agreements. The Parties have moved forward with their respective plans and specifications relating to their obligations under the Project Agreements sufficiently to determine that an additional amendment to the terms of the Amended ESA is necessary, and the Parties desire to enter into this Fourth Amendment to reflect such amendment to the Amended ESA, as set forth herein. Any reference in the Project Agreements to the "ESA" means the Amended ESA as further amended hereby, and any reference to "Eastman" means DAK.

AGREEMENT TO AMEND:

Now, therefore, for and in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and DAK agree to amend the Amended ESA as follows:

1. Qualified Owner or Operator Definition. Section 1.01 and any subsequent reference is hereby amended by adding the following definition in alphabetical order:

"Qualified Owner or Operator" shall mean any Person that (a) has, or is a direct or indirect Affiliate of a Person that has, a tangible net worth of at least \$150,000,000 and (b) either (x) is (or has an Affiliate that is) a past or present operator or majority owner of one or more electric generating facilities that are, in the aggregate, of a size greater than 1,000 megawatts or (y) has a contract with a third party operator that currently or has in the past operated one or more electric generating facilities that are, in the aggregate, of a size greater than 1,500 megawatts."

2. Deletion of Requirements of Seller to Supply Electric Power Sales to Eastman. The parties hereby agree that the Amended ESA is hereby amended to delete any provisions that require Seller to sell electric power to Eastman. Accordingly, each of the following Sections and Exhibits of the Amended ESA are hereby deleted in its entirety, and in place of each such section or exhibit,

2/14

the words "Intentionally omitted" shall be substituted therefor: Section 4.02 (other than section (h)(iii) therein which shall survive), Section 4.03(b), Section 4.04(e), Section 4.05(d), Section 5.01(a), Section 5.02(b), 5.10(e), 6.01(h), 6.02(d), and Exhibit 1.01 XI, Exhibit 4.03(b) and Exhibit 5.01(a). Section 5.03 and Section 6.01(b) and (f) are also hereby amended to delete any provisions or references regarding the sale of electric power from Seller to Eastman. To the extent there is any ambiguity in the remaining provisions of the Amended ESA relating to the supply of electric power sales, the parties hereby agree to interpret them with the understanding that any requirements of Seller to sell electric power to Eastman under the Amended ESA have been removed therefrom in this Fourth Amendment. As such, each such reference to electric power sales in the Amended ESA shall be deemed to be deleted.

3. Demineralized Make-up Water Supply. Section 6.03(a) is amended by deleting the existing section in its entirety and substituting the following:

"Seller shall be responsible to supply all of Seller's requirements for demineralized make-up water, having the quality and characteristics set forth in Exhibit 6.03(a), utilizing facilities on the Cogen Site. Seller shall deliver to Eastman and Eastman shall accept from Seller, at no cost to Eastman, demineralized make-up water, having the quality characteristics set forth in Exhibit 6.03(a), in amounts up to thirty (30) gpm per day. In addition, Seller shall provide Eastman demineralized make-up water in excess of the amount required under the preceding sentence in quantities up to one hundred (100) gpm at a price equal to, at Seller's option, (i) Seller's actual variable incremental cost to generate such additional demineralized make-up water or (ii) zero. The flow of demineralized make-up water from Seller to Eastman shall be controlled by Eastman, and shall be metered by Seller. If Seller fails for any reason to deliver demineralized make-up water having the qualities set forth in Exhibit 6.03(a) in the quantities required, Seller shall be responsible to reimburse Eastman monthly for the direct cost incurred by Eastman in otherwise obtaining required demineralized make-up water."

4. Increase in Filtered Water. Section 6.03(c) is hereby amended by (a) deleting "five hundred (500) gpm" in the first and third lines of the section and substituting the same with "seven hundred (700) gpm" and (b) adding the following sentence to the end thereof: *"Should Eastman's Daily Condensate Shortfall exceed twenty-five percent (25%) when compared to the steam delivered to Eastman on a mass basis, at the request of Seller, Eastman shall supply to Seller additional filtered river water equal to 1.25 multiplied by the Daily Condensate Shortfall."*

5. Matters Related to PB Utilization Period. Section 4.01(k) is hereby modified by (a) deleting the words and numbers "seventy-two (72) hours" in the sixth line and replacing the same with "eight (8) hours" and (b) by adding a new Section 4.01(k)(viii) as follows: *"In order to assist Eastman's operation of the Package Boilers during any PB Utilization Period, Seller shall, if requested by Eastman, provide operating personnel of Seller reasonably necessary to assist Eastman in the operation of the Package Boilers for a period of up to 30 days at actual cost to be reimbursed by Eastman. In addition, throughout the PB Utilization Period, Eastman shall be entitled to reasonable access and utilization of necessary portions of the Cogen Site and all controls, equipment and support apparatus necessary for proper operation, maintenance and repair of the Package Boilers during the PB Utilization Period; provided, however, that Eastman's access and use shall not unreasonably interfere with the ongoing activities of Seller on the portions of the Cogen Site not dedicated for Package Boiler operations."*

6. Damage Matters. Section 10.04(c) is hereby amended by adding the following:



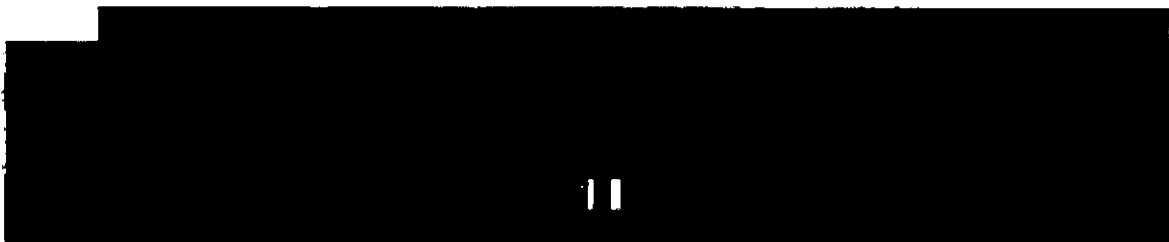
7. Purchase Option. (a) Section 10.04(d) is hereby amended by deleting the words "(i) Seller's HTM Heater Interests and the Essential ISBL Facilities (excluding any Essential Gas Facilities) at a price equal to the fair market value of the HTM Heater Financed Facility, and (ii)".

(b) Section 10.04(d) is also amended by deleting the last sentence and substituting the following:

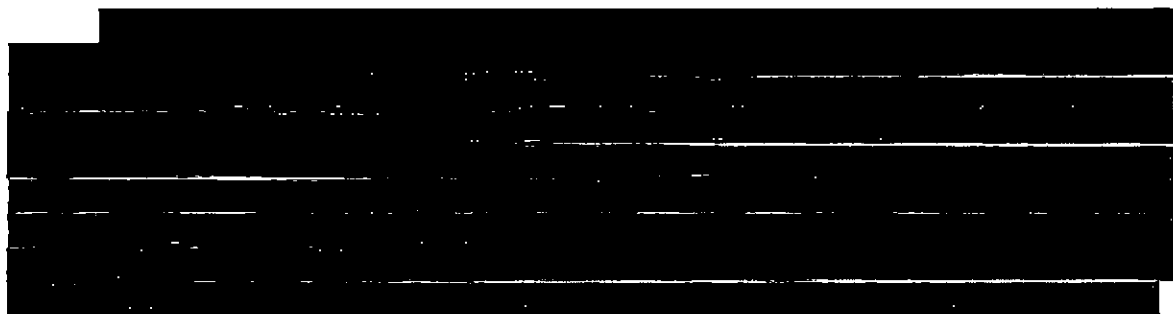
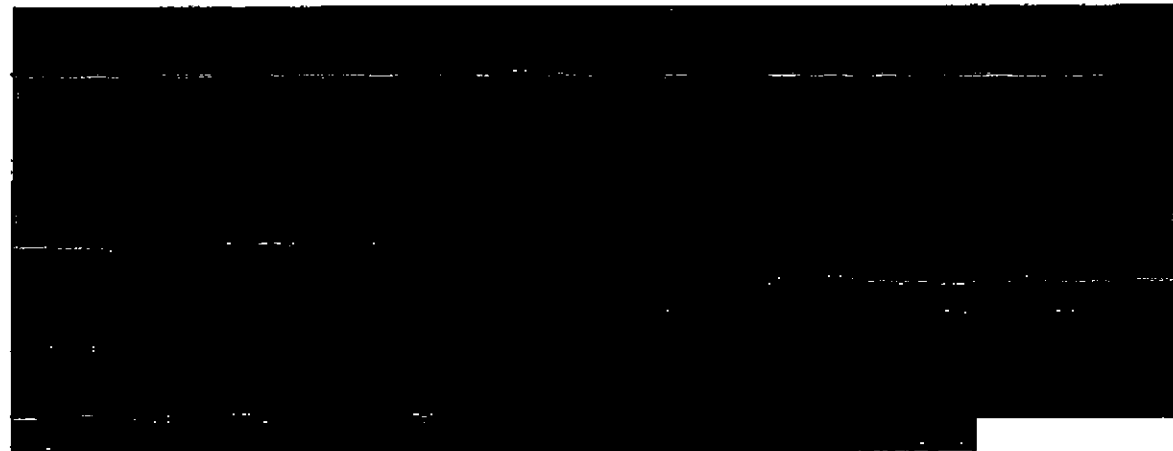
"The fair market value shall be determined utilizing the valuation process set forth in Exhibit 10.04(d) attached hereto."

In the event Eastman elects to purchase the Package Boilers, to the extent the Lease Agreement remains in effect Eastman shall be entitled to reasonable access and utilization of necessary portions of the Cogen Site and all controls, equipment and support apparatus necessary for proper operation, maintenance, repair and replacement of the Package Boilers after termination of this Agreement; provided, however, that Eastman's access and use shall not unreasonably interfere with the ongoing activities of Seller on the portions of the Cogen Site not dedicated for Package Boiler operations. In the event that the Seller dismantles the Project and removes all of the other components of the Project, but Eastman's use of the Package Boilers necessitates the deferral of the dismantlement and removal of same, Eastman shall pay the Property Tax assessed against the Package Boilers during such utilization of the Package Boilers after the dismantling of the other components of the Project, as well as a prorated portion of the Alternate Rent (as defined in the Lease Agreement), in each case based on the area of the Cogen Site utilized for the Package Boilers. In the event the Lease Agreement is terminated, Eastman shall also be entitled to purchase all controls, equipment and support apparatus necessary for proper operation, maintenance, repair and replacement of the Package Boilers for fair market value calculated in accordance with Exhibit 10.04(d)."

8. Financial Responsibility. ARTICLE X is modified by adding the following:



2/1/18



9. Modification of Certain Consent Rights. (a) Section 7.01(a) is hereby modified by adding the words "*or assignment to a Qualified Owner or Operator*" after the words "in Section 7.02" and before the comma in the first line thereof.

(b) Section 7.01(b) is hereby modified by adding the words "*or excluding assignment to a Qualified Owner or Operator which shall not require consent*" after the words "Notwithstanding Paragraph (a)" and before the semi-colon in the first line thereof.

10. Modification of First Offer Rights; Qualified Owner. Section 7.03 is hereby modified by adding the following words to the second line after the word "Affiliate": "*or a Qualified Owner or Operator (including by way of Change of Control),*"

11. Notice Section. Section 12.02 relating to Notice and Service is hereby amended to change the Eastman address and Seller address by deleting the existing addresses and replacing the same with the following:

*"If to Eastman:
DAK Americas LLC
570 K Ave
Gaston, SC 29053
Attn: Site Director
Phone: 803-791-3060
Facsimile No.: 803-926-5058*

9/1/18

E-mail: MLEonhardt@alpekpolyester.com

With a copy to:

DAK Americas LLC

7621 Little Ave.

Suite 500

Charlotte, NC 28226

Attn: General Counsel

Phone: 704-940-7576

Facsimile No.: 704-940-7560

E-mail: VRamirez@alpekpolyester.com

If to Seller:

Columbia Energy LLC

c/o LS Power Development, LLC

One Tower Centre, 21st Floor

East Brunswick, NJ 08816

Attn: Asset Manager

Phone: 212-547-2917

Facsimile No.: (212) 615-3440

Email: nhanson@lspower.com

With a copy to:

LS Power Equity Advisors, LLC

1700 Broadway, 35th Floor

New York, NY 10019

Attn: General Counsel

Phone: (212) 615-3456

Facsimile No.: (212) 615-3440

lstarkos@lspower.com

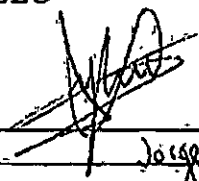
12. Full Force and Effect. The Parties hereby stipulate and agree that the Amended ESA remain in full force and effect in accordance with their terms, except as amended hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

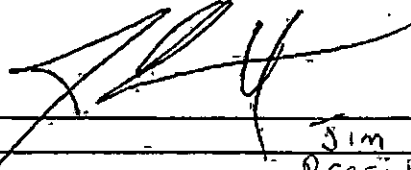
DAK AMERICAS LLC



By: 
Name: Jorge P. Young
Title: President

COLUMBIA ENERGY LLC


Alejandro Gutierrez
VP Corporate Administration

By: 
Name: Jim Bartlett
Title: President



EXECUTION COPY

EXHIBIT 10.04(d)

FAIR MARKET VALUE DETERMINATION PROCEDURE

Following the termination of the Amended ESA pursuant to Section 10.04(d), at the request of Eastman before or after Eastman exercises any option to purchase equipment as set forth in the Agreement (the "Equipment"), Eastman shall be entitled to have the fair market value of the Equipment established as follows:

1. For purposes hereof, "fair market value" means the anticipated amount that Seller could reasonably be expected to receive from the sale of the identified equipment "AS IS, WHERE IS" and subject to removal from the Cogen Site, assuming that Seller has had a reasonable time to locate a purchaser who has inspected the personal property, and that Seller is not under any compulsion to sell and the prospective purchaser is under no compulsion to purchase.
2. Upon the request of Eastman, Seller and Eastman shall meet as soon as practicable, but in any event within ten (10) days after a request for a meeting is made by Eastman, and the parties shall attempt to arrive at a mutually acceptable dollar amount to serve as the fair market value for the Equipment. If agreement is reached, the dollar amount agreed upon shall be deemed the fair market value. If agreement is not reached within five (5) days after the meeting (the "Initial Agreement Period"), no further determination of the fair market value shall be required for the Equipment unless Eastman elect to continue to participate as provided below until the fair market value is established.
3. At Eastman's request made prior to the expiration of the Initial Agreement Period, Seller and Eastman shall meet in person within ten (10) days after Initial Agreement Period expires and exchange their respective determinations of the fair market value of the Equipment in writing (each, a "Determination"). If each Determination is identical, such Determinations shall establish the fair market value. If each Determination is not identical, the parties shall attempt to agree upon the fair market value at such meeting or within five (5) days thereafter. If such effort fails, the parties shall promptly select by mutual agreement an independent appraiser with at least fifteen (15) years of experience in appraising industrial equipment similar to the Equipment (the "Appraiser"). Once the Appraiser is engaged, the two Designations shall be submitted to the Appraiser, who shall within fifteen (15) days after receipt of the Designations, notify both parties of the Designation which the Appraiser determines in their professional judgment is the closest to the actual fair market value for the Equipment. Upon receipt of such notice from the Appraiser, the selected Designation shall establish the fair market value for purposes of any purchase option of Eastman under the Agreement. Irrespective of the foregoing, in the event that the Appraiser determines that the fair market value is between the two Designations, the Appraiser shall be entitled to use the average of the two Designations to establish the fair market value.
4. In the event that Seller and Eastman are unable to jointly agree on the selection of the Appraiser within five (5) business days after they are requested to do so by either party, then the parties agree to allow the American Arbitration Association, or any successor organization, to

designate the Appraiser in accordance with the rules, regulations and/or procedures then obtaining of the American Arbitration Association or any successor organization.

5. The cost of the Appraiser, as well as any proceeding required to select the Appraiser, shall be borne by the party whose designation is not selected by the Appraiser (or split equally if the Appraiser averages the Designations).

6/1

EXECUTION COPY

EXHIBIT 10.08

FORM OF GUARANTY OF PAYMENT

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT
TO THE FEDERAL ARBITRATION ACT AND /OR §15-48-10 ET SEQ.
OF THE SOUTH CAROLINA CODE OF LAWS (1976), AS
AMENDED AND/OR FEDERAL LAW

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Guarantor:

[REDACTED]
[REDACTED]
[REDACTED]

Attention: [REDACTED]

with a copy to:

[REDACTED]
[REDACTED]
[REDACTED]

Attention: [REDACTED]

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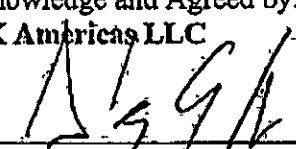
EXECUTION COPY

GUARANTOR:

[_____] a [_____]
 [_____]

[SIGNATURE BLOCK]

Acknowledge and Agreed by:
DAK Americas LLC

By: 
Alejandro Guíjerez Martínez
VP of Corporate Administration



apd

EXHIBIT A

Amended ESA

[A complete copy of the Amended ESA shall be attached to executed Guaranty, but is otherwise omitted from this form.]

QW

Sample Form LC for Exhibit 10.08(a) to Fourth Amendment to the ESA

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [LC NUMBER]

ISSUE DATE: [DATE]

EXPIRATION DATE:

AMOUNT: US

BENEFICIARY;

APPLICANT:

NATGEN SOUTHEAST POWER, LLC
ON BEHALF OF COLUMBIA ENERGY LLC
ONE TOWER CENTER, 21ST FLOOR
EAST BRUNSWICK, NJ 08816

LADIES AND GENTLEMEN:

AT THE REQUEST AND FOR THE ACCOUNT OF NATGEN SOUTHEAST POWER, LLC (THE "APPLICANT"), ONE TOWER CENTER, 21ST FLOOR, AND ON BEHALF OF COLUMBIA ENERGY LLC ("COLUMBIA ENERGY LLC"), WE, [ISSUING BANK] (THE "ISSUER"), HEREBY ESTABLISH, EFFECTIVE IMMEDIATELY, IN FAVOR OF [BENEFICIARY] (THE "BENEFICIARY") OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO [LC NUMBER] IN THE AGGREGATE AMOUNT OF [AMOUNT IN WORDS] AND 00/100 UNITED STATES DOLLARS (U.S.\$ [AMOUNT IN NUMBERS]) (AS SUCH AMOUNT MAY BE REDUCED FROM TIME TO TIME BY PARTIAL DRAWS HEREUNDER, THE "STATED AMOUNT").

WE ARE INFORMED BY THE APPLICANT THAT THIS LETTER OF CREDIT IS BEING ISSUED IN CONNECTION WITH THAT [NAME OF UNDERLYING AGREEMENT] BETWEEN BENEFICIARY AND COLUMBIA ENERGY LLC (THE "AGREEMENT").

THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT OUR OFFICE AT [ISSUING BANK ADDRESS], AND EXPIRES WITH OUR CLOSE OF BUSINESS ON [EXPIRATION DATE], OR IF SUCH DATE IS NOT A BUSINESS DAY (AS HEREIN AFTER DEFINED), THE NEXT BUSINESS DAY (THE "EXPIRATION DATE").

FUNDS IN PAYMENT OF A DRAWING UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO THE BENEFICIARY BY PAYMENT AGAINST PRESENTATION AT OUR OFFICE AS STIPULATED HEREIN ABOVE, OF BENEFICIARY'S SIGNED AND APPROPRIATELY COMPLETED SIGHT DRAFT(S) IN THE FORM OF EXHIBIT 1 ATTACHED HERETO, THE BENEFICIARY'S SIGNED AND APPROPRIATELY COMPLETED DRAWING CERTIFICATE(S) IN THE FORM OF EXHIBIT 2 ATTACHED HERETO AND THE ORIGINAL LETTER OF CREDIT AND AMENDMENTS (IF ANY).

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED HEREUNDER. ANY DRAWING HONORED HEREUNDER BY THE ISSUER SHALL REDUCE THE STATED AMOUNT AVAILABLE FOR DRAWINGS BY THE AMOUNT OF ANY DRAWING HONORED BY THE ISSUER.

THIS LETTER OF CREDIT IS NOT TRANSFERABLE.

ALL BANKING CHARGES ASSOCIATED WITH THIS LETTER OF CREDIT ARE FOR THE ACCOUNT OF THE APPLICANT.

AS USED HEREIN, "BUSINESS DAY" MEANS ANY DAY OTHER THAN SATURDAY, SUNDAY OR A LEGAL HOLIDAY IN NEW YORK

Sample Form LC for Exhibit 10.08(a) to Fourth Amendment to the ESA

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (THE "UCP") WHICH IS INCORPORATED INTO THE TEXT OF THIS LETTER OF CREDIT BY THIS REFERENCE. AS TO MATTERS NOT COVERED BY THE UCP, AND TO THE EXTENT NOT INCONSISTENT WITH THE UCP, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, INCLUDING ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THAT STATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING IS INDEPENDENT OF AND SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REASON OF OUR REFERENCE TO ANY AGREEMENT OR INSTRUMENT REFERRED TO OR IN WHICH THIS LETTER OF CREDIT IS REFERENCED. TO ANY SUCH AGREEMENT OR INSTRUMENT SHALL NOT BE DEEMED INCORPORATED HEREIN BY REFERENCE.

VERY TRULY YOURS,

GMA

EXHIBIT 1

[BENEFICIARY LETTERHEAD]

SIGHT DRAFT

(DATE)

[ISSUING BANK ADDRESS]

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 839BGC1001355

FOR THE VALUE RECEIVED, PAY TO THE ORDER OF [ADD BENEFICIARY NAME] BY WIRE
TRANSFER OF IMMEDIATELY AVAILABLE FUNDS TO THE FOLLOWING ACCOUNT:

[NAME OF ACCOUNT]

[ACCOUNT NUMBER]

[NAME AND ADDRESS OF BANK AT WHICH ACCOUNT IS MAINTAINED]

[ABA NUMBER]

[REFERENCE]

THE FOLLOWING AMOUNT

[INSERT NUMBER OF DOLLARS IN WRITING] UNITED STATES DOLLARS (US\$

[INSERT NUMBER OF DOLLARS IN FIGURES])

DRAWN UPON YOUR IRREVOCABLE LETTER OF CREDIT NO. [LC NUMBER DATED [ISSUANCE
DATE].

[BENEFICIARY]

BY: _____

NAME: _____

TITLE: _____

Handwritten signature/initials

EXHIBIT 2

DRAWING CERTIFICATE

[DATE]

[ISSUING BANK ADDRESS]

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [LC NUMBER]

LADIES AND GENTLEMEN:

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OF [ADD BENEFICIARY NAME] AS BENEFICIARY OF THE CAPTIONED LETTER OF CREDIT (THE "LETTER OF CREDIT") HEREBY CERTIFIES TO [ISSUING BANK] (THE "ISSUER") WITH RESPECT TO THE LETTER OF CREDIT (THE TERMS DEFINED THEREIN AND NOT OTHERWISE DEFINED HEREIN BEING USED HEREIN AS THEREIN DEFINED THAT:

"EITHER (a) AN EVENT OF DEFAULT IN RESPECT OF COLUMBIA ENERGY LLC HAS OCCURRED UNDER THE AGREEMENT AND IS CONTINUING OR (B) (I) THE LETTER OF CREDIT HAS AN EXPIRATION DATE THAT IS SHORTER THAN 15 DAYS AS OF THE DATE HEREOF AND (II) AN APPROPRIATE AMENDMENT EXTENDING THE EXPIRATION DATE OR A REPLACEMENT LETTER OF CREDIT WITH AN EXTENDED EXPIRATION DATE HAS NOT BEEN DELIVERED TO DAK. THE UNDERSIGNED HEREBY DEMANDS PAYMENT OF [\$AMOUNT]"

FUNDS IN HONOR OF THIS DRAWING ARE TO BE REMITTED AS FOLLOWS" (INSERT

REMITTANCE INSTRUCTIONS)

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS DRAWING CERTIFICATE AS OF THE _____ DAY OF _____ 20__.

[BENEFICIARY]

BY: _____

NAME: _____ TITLE: _____

GM